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Attorney for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA
PHOENIX DIVISION

Todd Heichel, Rudy Castro, Justin
Garmendia, Joshua Holgate and Randi
Pitts, Each Individually and on Behalf of
All Others Similarly Situated,

Plaintiffs,

v.

Tri City Transport, LLC, SWWOOP,
LLC, and Michael Butler,

Defendants.

NO. 2:22-cv-1513-PHX-SMM

**DECLARATION OF
DOMINGO LIMON**

I, Domingo Limon, do hereby swear, affirm, and attest as follows, based upon
my personal knowledge of the matters contained herein:

1. My name is Domingo Limon, and I am over the age of 18 and duly
qualified to execute this declaration.

2. I am a resident and domiciliary of the State of Arizona.

1 3. I was employed by Tri City Transport, LLC, SWWOOP, LLC, and
2 Michael Butler (“Defendants”), from March of 2022 to December 4, 2022. Defendants
3 operated a non-emergency medical transport and medical supply delivery business.

4 4. I worked for Defendants as a delivery driver. My employment caused me
5 to drive to various places in Arizona to perform deliveries.

6 5. Defendants paid me \$1.10 per mile driven, regardless of how many hours
7 I worked each week.

8 6. As a delivery driver, my primary duties were delivering medicine and
9 transporting people to appointments.

10 7. I was required to maintain and pay for an operable, safe, and legally
11 compliant automobile, while paying for related costs, gasoline, insurance, cell phone
12 costs, and other necessary delivery equipment.

13 8. I was not reimbursed for any actual expenses and was not reimbursed at
14 the IRS standard business mileage rate for the miles I drove while in my own vehicle.
15 Accordingly, Defendants received an unlawful “kickback” equal to the applicable IRS
16 reimbursement rate multiplied by the number of miles I drove per week.

17 9. During my time working for Defendants, I was expected to be available
18 for deliveries between the hours of 2:30 AM and 6:30 PM, every day of the week. I
19 could not decline delivery assignments during this time, and Defendants told me that if
20 I did decline an assignment during this time I would be disciplined or fired.

1 10. While making deliveries I completed approximately 14 deliveries per day,
2 split between in-town deliveries and out-of-town deliveries. I averaged 6 deliveries a
3 day in town and 8 deliveries a day out of town. The average in-town delivery was
4 between 5 and 9 miles and the average out-of-town delivery was between 35 and 50
5 miles, or approximately 400 miles per day in total.

6 11. I frequently worked hours over 40 in a week and did not receive an
7 overtime premium. Accordingly, I am owed an overtime premium rate equal to half my
8 regular rate of pay for all hours worked over 40 during my time working for Defendants.

9 12. Defendant owes me a total of \$51,156.00 which is shown by a calculation
10 of damages that is submitted as Exhibit 1 to my Declaration. I am owed \$17,052.00 in
11 back wages for unpaid overtime premiums, and under the liquidated damages provisions
12 of the Fair Labor Standards Act, I am owed an equal amount in liquidated damages. In
13 addition, under Arizona Revised Statute § 23-355, I am entitled a further equal amount
14 as treble damages.

15 **PURSUANT TO 28 U.S.C. § 1746, I VERIFY UNDER PENALTY OF**
16 **PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA**
17 **THAT THE FOREGOING IS TRUE AND CORRECT.**

18 Executed this 4th day of September, 2024.

19
20 

21 _____
22 **DOMINGO LIMON**

Date	Total Estimated Miles	Total Hours	Total Pay	Minimum Wage	IRS Reimbursement Rate	Kickback	Minimum Wage Damages	OT Damages	Total Damages	Treble Damages
3/6/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
3/13/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
3/20/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
3/27/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
4/3/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
4/10/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
4/17/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
4/24/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
5/1/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
5/8/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
5/15/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
5/22/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
5/29/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
6/5/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
6/12/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
6/19/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
6/26/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
7/3/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
7/10/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
7/17/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
7/24/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
7/31/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
8/7/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
8/14/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
8/21/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
8/28/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
9/4/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
9/11/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
9/18/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
9/25/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
10/2/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
10/9/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
10/16/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
10/23/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
10/30/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
11/6/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
11/13/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
11/20/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
11/27/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
12/4/22	2800	98	\$3,080.00	\$12.80	0.585	\$1,638.00	\$0.00	\$426.30	\$426.30	\$1,278.90
							\$0.00	\$17,052.00	\$17,052.00	\$51,156.00